



**IOWA TELECOMMUNICATIONS & TECHNOLOGY
COMMISSION
IOWA COMMUNICATIONS NETWORK
400 East 14th Street, Grimes State Office Building
Des Moines, Iowa 50319**

**Surplus Equipment Sale
16-000 (8)**

THIS IS NOT AN ORDER

To:

From: Iowa Communications Network (ICN)
Brian Clayton
P 515-725-4616
F 515-725-4774
brian.clayton@iowa.gov

Instructions

Complete the Pricing Section of this Invitation to Bid, sign and return it to ICN by October 21, 2016, at 3:00PM. Bids will be accepted by hand delivery, electronic mail or fax. Bids must be actually received by the ICN by 3:00 p.m. central time in order to be considered. Bids received after 3:00 p.m. central time will be rejected. Bids will remain confidential subject to Iowa Code Section 72.3 until the responses have been evaluated. The bids will be available for inspection subject to Iowa Code Chapter 22 after the/an award has been made.

Terms of Sale / Bid Procedures

ICN is seeking bids for surplus equipment that we are removing from our network and warehouse. The equipment listing is attached at the end of the document..

All items will be sold to the highest bidder **AS IS** with **NO WARRANTIES** or **GUARANTEES**.

ICN reserves the right to reject any or all bids and may withdraw any or all items from the sale at any time. The ICN will consider any and all quotes. The ICN is not bound to accept any quote offered.

Bidders may submit bids for all of the equipment described or for individual items in any quantity up to the amount listed as being available.

Before title is transferred or the equipment is shipped, ICN must receive a certified check, bank draft, money order, wire transfer, etc. in U.S. dollars. No credit cards can be accepted.

Any sale to an entity in a foreign country shall be in conformance with the policies and procedures of the U.S. State Department, the U.S. Department of Commerce and the U.S. Department of Defense. The winning bidder must request any Import/Export documentation that is necessary to cross U.S. borders.

If applicable, a five percent Iowa sales tax and one percent local option sales tax will be applied to the sale price unless a tax exemption document is provided.

Shipping and insurance costs will be the responsibility of the successful bidder(s). Buyer must coordinate all shipping arrangements.

Payment and removal of equipment must be completed within ten working days of notification to the successful bidder(s).

All bids shall be firm for a period of 30 days to allow the evaluation of all bids and make an award deemed to be in the best interest of ICN and the State of Iowa. By submitting a bid the Bidder agrees to the terms and conditions contained within this ITB.

The ICN will review the bids received and make one or more award(s) based on the bid or combination of bids that the ICN determines, in its sole discretion, best meet the needs of the ICN.

The Bill of Sale that the ICN uses to transfer title of the equipment to the successful bidder(s) is attached and incorporated into this ITB by reference.

Equipment Inspection. The equipment is located at ICN warehouses in Des Moines. To schedule an equipment inspection or if you have questions concerning bid procedures contact Brian Clayton at (515) 725-4616, brian.clayton@iowa.gov.

Cost of Bid. ICN is not responsible for any costs incurred by a Bidder which are related to the preparation or delivery of the bid or any other activities carried out by the Bidder related to this sale.

Restrictions on Gifts and Activities. Iowa Code Chapter 68B contains laws which restrict gifts which may be given or received by State employees and requires certain individuals to disclose information concerning their activities with State government. In addition, Iowa Code Chapter 722.1 provides that it is a felony offense to bribe a public official.

Release of Claims. With the submission of a bid, Bidder agrees that it will not bring any claim or have any cause of action against ICN or the State of Iowa based on any misunderstanding concerning the information provided herein or concerning ICN's failure, negligent or otherwise to provide the Bidder with pertinent information as intended by this document.

Construction of Offer to Sell with Laws and Rules. This offer to sell is to be construed in light of pertinent legal requirements including Iowa Code Chapter 8D and Iowa Administrative Code Chapter 751. Changes in applicable laws and rules may affect the award process or the resulting sale.

Choice of Law and Forum. The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this SES and the resulting sale. The Polk County District Court for the State of Iowa, Des Moines, Iowa shall be the exclusive jurisdiction for any litigation arising out of the SES and/or the resulting sale of equipment.

Pricing

The equipment available for purchase is as follows. After reviewing the equipment listing (last page), if you wish to purchase some or all of the equipment, you need to fill in the appropriate information.

Part or Bundle Number	QTY Requesting	Price Per Each Offered	Total
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$

Total quote dollar amount \$ _____

The ICN will re-verify / confirm all part numbers and quantities before payment is received and/or the equipment is shipped.

Bidder: _____ Federal ID Number: _____

Authorized Signature: _____ Date: _____

Printed Name: _____ E-Mail: _____

Telephone: _____ Fax: _____

16-000 (8) BILL OF SALE

The Iowa Telecommunications and Technology Commission, operating the Iowa Communications Network ("Seller") hereby sells, assigns and transfers to _____ ("Buyer") all rights, title and interest of Seller in and to the following property ("Asset" or "Assets") for the specified agreed upon amount:

Asset Description: _____

Serial or ID Number: _____

Amount: _____

Seller warrants that it has good title to Asset (s), authority to sell and deliver asset (s) to the Buyer, and that asset (s) is free of all encumbrances.

SELLER AND BUYER HEREBY ACKNOWLEDGE AND AGREE THAT ASSET (S) IS TO BE SOLD AND CONVEYED ON AN "AS IS" BASIS, WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, EITHER ORAL OR WRITTEN, MADE BY SELLER OR ANY AGENT OR REPRESENTATIVE OF SELLER, WITH RESPECT TO ASSET (S) OTHER THAN SO STATED ABOVE. SELLER HEREBY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR QUALITY.

Buyer does hereby fully release and discharge Seller, its officers, agents and employees from any liability or any loss, cost, damage, expense, injury or death arising from or in any manner connected with the receipt and use of the Asset(s). Further, Buyer indemnifies, saves harmless and defends Seller, its officers, agents, and employees and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs and the reasonable value of time expended by the Attorney General's Office, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to any property, which may arise or which may be alleged to have arisen out of the receipt or use of the Asset(s) by Buyer or any person or entity who subsequently receives the Asset(s) from Buyer.

SELLER

By: Iowa Communications Network

Name: _____

Title: _____

Date: _____

BUYER

By: _____

Name: _____

Title: _____

Date: _____

SES 16-000 (8)

Part Number & Description		Quantity Available
Siemens OptiPoint 410 standard phone		35
Siemens OptiPoint 410 advanced phone		3
Siemens Optipoint key modules		5
111-2014-C BATTERY TRAY - SMALL		8
9227-2 TRANSFER SWITCH - GENERAC 100AMP		4
FC481004A-1 C&D 100 AMP RECTIFIER		5
FC481505A C&D 150 AMP RECTIFIER		6
FC48303 C&D 30 AMP RECTIFIER		43
FC48503A C&D 50 AMP RECTIFIER		12
NT7E70GA 7' x 23" NORTEL BAY RACK		1
NT7H03AA 7' x 23" NORTEL BAY RACK		5
PIVI 7.5K-48-N-MBS PHILTEK INVERTER 7500VA MAX OUTPUT		1
RS220 CIRCUIT BREAKER PANEL		2
RS84-2 7'x23" POWER RELAY RACK		11
SB-506-084-TG B-LINE 7'X19" RELAY RACK		6
SB-5551-084 B-LINE 7'x19" UNEQUAL FLANGE RACK		1
Note: the phones are used inventory we no longer need as we are moving to a managed voice system, using different phones.		All items will be sold to the highest bidder AS IS with NO WARRANTIES or GUARANTEES .